

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MISSOURI
SOUTHERN DIVISION

JASON ADAM JENSEN,
Plaintiff,
v.
CITIBANK, N.A., et al.,
Defendants.
v.
SECRETARY OF STATE John R. Ashcroft,
Crossclaim Defendant,
DEPARTMENT OF INSURANCE AND
COMMERCE,
Crossclaim Defendant,
State of MISSOURI,
Counterclaim Defendant.
v.
DAVID R. GAMACHE,
Defendant and Counterclaim Defendant,
GAMACHE & MYERS, P.C.,
Counterclaim Defendant,
FRANKEL, RUBIN, KLEIN, PAYNE &
PUDLOWSKI, P.C.,
Crossclaim Defendant,
MAYER S. KLEIN, MO#32605,
Crossclaim Defendant,
SECRETARY OF STATE John R. Ashcroft,
Crossclaim Defendant,
State of MISSOURI,
Counterclaim Defendant.

Case No. 6:22-CV-03140-BCW

Honorable Judge Wimes Presiding

**JURY TRIAL DEMANDED BY RIGHT AND
PRIVILEGE**

**SUGGESTIONS IN OPPOSITION TO
DEFENDANTS CITIBANK, N.A., AND
CITIGROUP, INC.'S MOTION FOR
EXTENSION OF TIME TO RESPOND TO
PLAINTIFF'S MOTION TO STRIKE AND
FOR DEFAULT JUDGMENT**

COMESNOW, Plaintiff, Jason A Jensen ("JENSEN"), with Suggestions in Opposition to
Defendant Citibank, N.A.'s MOTION FOR EXTENSION OF TIME TO RESPOND TO PLAINTIFF'S

MOTION TO STRIKE AND FOR DEFAULT JUDGMENT. Since it is calculated, by JENSEN, to be quite probable that Citigroup's presence was a remnant of the previously dismissed claims without prejudice at the In Forma Pauperis stage of this case this Court may have remedy after the matter of the Immunity from Suit Citi is attempting to formulate with Due Process of Service of Process.

This is the type of behavior an extension of Time Promotes. Here is a National Association that promulgates contracts under the provision "Governing Law. Federal law and the law of South Dakota govern the terms and enforcement of this Agreement." (See State Docket for Contract) Well South Dakota requires a Registered Agent to do Business out of South Dakota which must be said if it is the contract's designated "governing law". However, to the extent the National Association is benefitting from a Federal Corporate Construction and is thereby using such provisions to preempt or supersede those state laws of South Dakota, then the laws of the National Association allows for Service of Process on any Officer of the National Association.

And what a "National Association" Citi has become. Searching the FDIC for Citibank returns pages of results. Even when you do find the correct one, "Citibank, National Association", no registered agent or person designated for Service of Process is listed. So JENSEN picked the BIG building at 388 Greenwich Street in New York, New York – the same address listed on Securities and Exchange Commission Regulated and Required Filings and the Chief Executive Officer's name.

To this, CITI responded by its legal department, as written by a sworn US Marshall in Service of Process Paperwork, that CITI does not accept "Personal Service" of their CEO.

So, either Citibank/Citi needs to decide if it is in State or Federal Law while acting, but it can't circumvent all avenues of certainty to provide a "reasonably calculated opportunity for Citi to respond," ignore both jurisdictions of law, and then complain that it didn't get Service of Process when it rejected the opportunity.

JENSEN firmly believes that 21 years, let alone 21 days, to respond will never give Citi bank enough time to Convert a Due Process obligation into an Immunity from Dispute Resolution through obfuscation on how to correctly notify them. JENSEN also believes that a SUMMONS issued by this Court directed to the CEO at this location was sufficiently “reasonably calculated to provide Citibank an opportunity to respond”. Moreover, their legal department was aware that this was a pending matter before this Court and instead of Moving to Resolve this issue and matters therein, chose to act with disregard for the Courts resources and time. Finally, JENSEN firmly believes that if Service of Process is being attempted but is insufficient for a technical matter, then it is the duty to respond with that insufficiency at that time. That Duty comes from the Right of Due Process, but in any Due Process, a Right not exercised when given the Opportunity is a Right waived. On the phone, the Sworn Officer stated that he attempted to give the Summons and Paperwork, as ORDERED by this Court, to three different persons at the Citi “Legal Department”.

WHEREFORE:

JENSEN prays this Court does not grant an extension of time.

Sincerely and Respectfully Submitted,

//s/JasonAJensen

Jason A Jensen

CERTIFICATE OF SERVICE

I, Jason A Jensen, did cause all defendants currently present and in appearance of this Court to be served electronically by the ECF/CM of the Federal Court via the EDSS System, upon submission of the Court Clerk all parties will get a copy of the document as filed with the ECF/CM system, on this day the 25nd of April 2023.

//s/JasonAJensen